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VENTURA SUPERIOR COURT

FILED

08/20/2025

K. Bieker
 Executive Officer and Clerk


 Elizabeth Muller

Attorneys for Plaintiff Janette Garcia

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF VENTURA**

JANETTE GARCIA, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

MEISSNER FILTRATION PRODUCTS, INC.,
 a California corporation; AEROTEK, INC., a
 California corporation; and DOES 1 through
 10, inclusive,

Defendants

Case No.: 56-2021-00555324-CU-OE-VTA

REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
 MOTION FOR APPROVAL OF PAGA
 SETTLEMENT**

[Filed with (1) Plaintiff's Notice of Motion and
 Motion for Approval of PAGA Settlement, (2)
 the Declaration of Kane Moon, (3) the
 Declaration of Plaintiff, (4) the Moore
 Declaration re: Qualifications and Costs for
 Settlement Administration, and (5) [Proposed]
 Judgment]

PAGA APPROVAL HEARING:

Date: August 14, 2025

Time: 8:30 a.m.

Dept.: J4

Judge: Charmaine H. Buehner

Action filed: January 29, 2021

Trial date: Not set

[PROPOSED] PAGA APPROVAL ORDER

Plaintiff Janette Garcia (“Plaintiff”), Defendant Aerotek, Inc. (“Defendant Aerotek”), and Defendant Meissner Filtration Products, Inc. (“Defendant Meissner”) (together, Defendant Aerotek and Defendant Meissner are “Defendants”) (collectively, Plaintiff and Defendants are the “Parties”) have reached a settlement of the above-captioned matter (the “Action”) alleging a cause of action for civil penalties pursuant to the California Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”). Pursuant to PAGA, Plaintiff has filed a Motion for Approval of PAGA Settlement (“Plaintiff’s Motion”) seeking approval of the Parties’ Settlement Agreement (the “Settlement”). A copy of the Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiff’s Motion for Approval of PAGA Settlement.

The Court, having duly considered Plaintiff’s Motion, the supporting declarations and exhibits thereto, including the Settlement, all other papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing, **HEREBY ORDERS AND DECREES AS FOLLOWS:**

1. The Court now GRANTS approval of Plaintiff’s Motion and the Settlement by way of this PAGA Approval Order. All capitalized terms used for purposes of this PAGA Approval Order have the same meaning as given in the Settlement, unless otherwise indicated.

2. The Court finds that the terms of the Settlement are reasonable. In granting settlement approval, the Court has considered the factors identified in *O’Connor v. Uber Technologies* (N.D. Cal. 2016) 201 F.Supp.3d 1110, *Villalobos v. Calandri Sonrise Farm LP* (C.D. Cal. July 22, 2015) No. CV 12-2615 PSG (JEMx), 2015 WL 12732709, and other relevant authority providing a coherent framework for evaluating this Settlement.

3. The Court finds the Settlement was the product of informed, arm’s-length, non-collusive negotiations by the Parties. In making these findings, the Court considered Defendants’ potential liability, the benefit to the State of California, allocation of settlement proceeds among Aggrieved Employees, and the fact that the Settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court finds that the terms of the Settlement have no obvious deficiencies. The Court further finds that the risks of further prosecution are substantial and include: (1) the risks that penalties

1 would be reduced after evaluation of the totality of the circumstances, and (2) the possibility that no penalties
2 would be awarded for some or all of the alleged violations.

3 4. The Court finds that Plaintiff has exhausted all administrative remedies required to bring
4 the PAGA claims asserted in this Action and is authorized to act as private attorney general with respect
5 to the PAGA claims being released under the terms of the Settlement. Pursuant to California Labor Code
6 section 2699(s)(2), the LWDA was given timely notice of the Settlement, has not objected, and is therefore
7 bound by this PAGA Approval Order.

8 5. The Court identifies the “Aggrieved Employees” as:

9 All non-exempt current and former employees of Defendant Meissner who worked
10 in California at any time during the PAGA Period, as well as all non-exempt current
11 and former employees of Defendant Aerotek who were placed to work for
12 Defendant Meissner in California at any time during the PAGA Period.

12 6. The “PAGA Period” means:

13 January 27, 2020, through September 30, 2021.

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15 7. The Gross Settlement Amount shall be at least **\$265,000.00**, subject to potential increase
16 under the Escalator Clause at Paragraph III-3 of the Settlement. Within fourteen (14) calendar days of this
17 PAGA Approval Order, Defendants shall fund their respective contributions of the Gross Settlement Amount
18 by transmitting the funds into a Qualified Settlement Fund established and maintained by the Settlement
19 Administrator.

20 8. After deducting the Enhancement and General Release Payment to Plaintiff, the PAGA
21 Counsel Fees Payment, the PAGA Counsel Costs Payment, and the Administration Costs Payment, in the
22 amounts specified below, the remainder for allocation as PAGA Penalties will be at least **\$138,949.32**. The
23 LWDA shall receive 75% of the PAGA Penalties (at least **\$104,211.99**), and the Aggrieved Employees shall
24 receive 25% (at least **\$34,737.33**).

25 9. The Court approves Phoenix Settlement Administrators to serve as the Settlement
26 Administrator of this Settlement, and awards an Administration Costs Payment payable to the Settlement
27 Administrator from the Gross Settlement Amount in an amount of **\$10,000.00** to effectuate administration of
28 the Settlement.

1 10. The Court awards Plaintiff an Enhancement and General Release Payment payable from
2 the Gross Settlement Amount in the amount of **\$7,500.00**, which shall be paid in addition to any Individual
3 PAGA Payment that Plaintiff is eligible to receive as an Aggrieved Employee.

4 11. The Court appoints Plaintiff's Counsel of record Kane Moon, Allen Feghali, and
5 Charlotte Mikat-Stevens of Moon Law Group, PC as PAGA Counsel.

6 12. The Court awards to PAGA Counsel a PAGA Counsel Fees Payment payable from the
7 Gross Settlement Amount in the amount of one-third of the Gross Settlement Amount (at least **\$88,333.33**,
8 subject to potential increase under the Escalator Clause) as payment for reasonable attorneys' fees. The Court
9 finds this award is reasonable compared to amounts routinely approved in similar settlements and as guided
10 by the California Supreme Court's decision concerning the awarding of fees from monetary funds for class
11 members. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480, 503.) PAGA Counsel undertook
12 representation on a contingency basis despite the uncertainty of any fee award. PAGA Counsel were
13 necessarily precluded from pursuing other potential sources of fees because of work and fiduciary duties owed
14 in connection with this Action. The Court observes that this is not a class action; it is more akin to contingent
15 representation with an additional requirement of Court review due to the *qui tam* nature of a PAGA claim.
16 Attorneys' fees that are fifty percent of a common fund are typically considered the upper limit, with thirty to
17 forty percent commonly awarded in cases where the settlement is relatively small. (*See Van Vranken v.*
18 *Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 [stating that most cases where 30–50 percent was
19 awarded involved “smaller” settlement funds of under \$10 million].) Based on these considerations, and after
20 conducting a lodestar cross-check, by the Court, the Court finds the fee award of one-third of the Gross
21 Settlement Amount is reasonable and fair.

22 13. The Court awards to PAGA Counsel a PAGA Counsel Costs Payment payable from the
23 Gross Settlement Amount in the amount of **\$20,217.35** as reimbursement for actual litigation costs. The Court
24 finds these costs were actually and necessarily incurred by PAGA Counsel during this Action.

25 14. Releases of Claims:

- 26 a. Plaintiff's General Release. Upon the Effective Date and Defendants' funding of the Gross
27 Settlement Amount, Plaintiff will release the Released Parties from any and all claims that
28 Plaintiff has or may have against them and that arose during the PAGA Period (“Plaintiff's

General Release”). Plaintiff acknowledges that Plaintiff may discover facts and/or law different from, and/or in addition to, the facts and/or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s General Release shall be and remain effective in all respects, notwithstanding the existence of such different and/or additional facts and/or law or Plaintiff’s discovery of them. Plaintiff’s General Release does not extend to any claims or actions to enforce this Settlement, nor to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, nor to any claims that arose outside of the PAGA Period.

- i. Plaintiff’s Civil Code § 1542 Waiver. For purposes of Plaintiff’s General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of California Civil Code section 1542, which reads: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”
- b. Released PAGA Claims. Upon the Effective Date and Defendants’ funding of the Gross Settlement Amount, the LWDA and all Aggrieved Employees, on behalf of themselves and their respective representatives, agents, attorneys, heirs, and assigns, will release the Released Parties from all claims for civil penalties under PAGA that arose during the PAGA Period and that were alleged, or that reasonably could have been alleged based on the facts asserted, in Plaintiff’s January 27, 2021 PAGA Notice to the LWDA and in Plaintiff’s Operative Second Amended Representative Action Complaint filed in the Action.
- c. Released Parties. Defendants and each of their respective former and present owners, parents, and subsidiaries, and all of their respective former and present officers, directors, members, managers, consultants, staffing agencies, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, legal representatives, and/or any person or entity who could be deemed a joint employer under the law.

1 15. Upon entry of this PAGA Approval Order, the Parties and the Administrator shall effectuate
2 all terms of the Settlement, including Defendants' funding obligations, based on the provisions and timelines
3 set forth therein and consistent with this PAGA Approval Order.

4 16. Each side is to bear its own costs and attorneys' fees, except as provided by the Settlement
5 and this PAGA Approval Order.

6 17. Nothing in this PAGA Approval Order or the Settlement will be construed as an admission
7 or concession by any Party.

8 18. The Court will enter Judgment in accordance with this PAGA Approval Order and
9 dismissing the Released PAGA Claims with prejudice.

10 19. Pursuant to California Code of Civil Procedure section 664.6 and notwithstanding entry of
11 this PAGA Approval Order or Judgment, the Court retains jurisdiction over the Parties, the Action, and the
12 Settlement solely for purposes of (i) enforcing the Settlement, the PAGA Approval Order, and/or Judgment,
13 (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are
14 permitted by law.

15 **IT IS SO ORDERED AND DECREED.**

16 Dated: 08/14/2025

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19 Hon. Charmaine H. Buehner
20 Judge of the Superior Court, Ventura County
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